

Amendment #1 is made to contract 99141-SC to comply with notification from the Supreme Court mandating that the Justice Courts use court reporters for all preliminary hearings. Previously this contract included provisions for transcription from electronic and/or tape documents. All references to the intent of not utilizing court reporters for preliminary hearings is removed from this contract document, in an effort to comply with the above noted mandate. These references shall be illustrated as "struck thru", for purposes of clarification.

Additionally, A.R.S. 13-3952 shall be inserted and become an integral part of Section 2.5 (Technical Specifications).

This contract amendment shall be effective October 1, 2001

SERIAL 99141-SC

Page 1 of 39 38 39

OCTOBER 31, 2003

~~OCTOBER 31, 2002~~

~~OCTOBER 31, 2001~~

CONTRACT PERIOD THROUGH ~~OCTOBER 31, 2000~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **COURT REPORTING & TRANSCRIPTION SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **OCTOBER 27, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Georgiana Meeks, Justice Court Services
Janice Stratton, Human Resources
Mary Cronin, County Attorney
Ellen Hudak, Public Defender
Sheri Zedek, OCAC
Sharon Tohtsoni, Materials Management

(Please remove Serial 93166-X and 93365-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **COURT REPORTING & TRANSCRIPTION SERVICES**

1.0 **INTENT:**

The intent of this call for bids is to award to the lowest priced, most responsive/responsible bidder(s) for Court Reporting and Transcription Services within a geographical area for Maricopa County as defined in the Technical Specifications.

The scope of the contract is as follows:

- a. To provide court reporters to record jury trials, **preliminary hearings** and special events as needed for Justice Court Services (~~Justice Court Services has elected to begin taping all preliminary hearings, therefore no bids are required for this service).~~
- b. To provide court reporters to record other hearings and depositions for other County agencies as required (not including Superior Court).
- c. ~~To provide court reporters to transcribe tapes from Justice Court preliminary hearings on an as needed basis only.~~
- d. To provide transcription services for various other agencies throughout Maricopa County (not including Superior Court).

2.0 **TECHNICAL SPECIFICATIONS: COURT REPORTING**

Background: Several County agencies, offices, and departments are involved in administrative and/or legal proceedings which require the attendance by, and record keeping capabilities of, a Professional Court Reporter.

~~Preliminary Hearings are no longer included in the contract for Court Reporting & Transcription Services, as the Justice Courts are moving to an electronic format which will replace the need for Court Reporters at Preliminary Hearings, resulting in a significant savings to the taxpayer.~~

The Contractor shall provide qualified personnel and materials necessary to report, transcribe, and furnish completed documents related to depositions, hearings, and other proceedings, as follows:

- 2.1 The Contractor guarantees that all work shall be performed in a businesslike manner and according to the highest standards of the reporting profession. Failure to provide an accurate transcription, following accepted rules of spelling and punctuation, could result in a retyping of the transcript at no additional expense to the County.
- 2.2 The Contractor shall, at all times, promptly provide as many qualified court reporters and maintain such staff and equipment as may be necessary for the prompt furnishing of quality reporting services, including transcripts which shall conform to the format set forth herein.
- 2.3 The Contractor shall record and incorporate everything spoken during a session into the transcript unless otherwise directed. This shall include a record of appearances, together with such other matters as may be directed by the Presiding Officer, County Attorney, or Deputy County Attorney to be included. Nothing spoken at the proceedings shall be "off the record" unless so designated by the Presiding Officer, County Attorney, Deputy County Attorney or Defense Counsel. Should the reporter have any questions on the technical aspects of the hearing or fail to hear any part of the proceeding, he/she shall ask the Presiding Officer, County Attorney, or Deputy County Attorney to clarify the statement(s). This is not intended to give a reporter authority to interrupt the proceedings on a frequent basis.
- 2.4 The Contractor must record proceedings by recognized stenographic or non-stenographic means in such a manner as to create a verbatim record of the proceedings. Effective approximately June 2000, once State certificates are being issued, if the Contractor intends to produce the record through traditional stenographic means (i.e., shorthand or stenotype machine), then the Contractor shall be a State CERTIFIED court reporter.
- 2.5 For trials, special sessions, hearings, and depositions which are sworn proceedings, the Contractor shall provide service for proceedings held between the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, except legal holidays, at the basic contract rates. Contractors are required to work overtime when requested to do so, in which case an overtime rate of 1-1/2 hours per each hour of overtime worked shall be allowed. Each individual agency shall be responsible for the professional conduct of a proceeding. Situations of undue hardship should be brought to the agency's attention by the reporter. Inordinate hardships should be brought to the Contract Officer's attention for investigation and/or resolution.

~~Justice Court Services will tape all preliminary hearings, and other jury trials or legal proceedings as desired, using the audio tape format. Contractor shall not be required for recording of preliminary hearings. Contractor will provide transcripts of preliminary hearings transcribed from the audio tapes upon request only. In that event, Justice Court Services will provide the tape(s) to the Contractor. The rate for preliminary hearings actually attended per A.R.S. 13-3952 is \$15.00, however, because the reporter/transcriptionist will not be attending the preliminary hearing, this rate does not apply. Payment for the transcription of these preliminary hearing tapes, per A.R.S. 13-3952, shall be paid at a rate of \$2.50 per page. Preliminary hearing tape transcription will be paid on a per page basis only as the actual recording will be done by Justice Court Services.~~

Per A.R.S., 13-3952. Compensation of court reporter appearing at preliminary hearing; fees for transcribing notes:

When a regularly appointed court reporter appears and takes testimony at a preliminary hearing in a criminal proceeding, the reporter's compensation shall be fixed by the magistrate before whom the examination is had. Such compensation shall not exceed the amount of fifteen dollars per day for each preliminary hearing actually attended upon such examination, and two dollars fifty cents per page for transcribing his notes, to be allowed and paid as other county charges. The reporter, when requested, shall furnish at county expense to the county attorney or the attorney general a copy of the transcript of testimony of any proceedings held in the justice court when the state or an instrumentality thereof is ordered to provide such transcripts by a federal court in a habeas corpus proceeding in the federal courts or when ordered by the Arizona supreme court to provide such transcripts in a habeas corpus proceeding in state court.

Travel time to and from the place of the hearing or deposition shall not be included in computing the per diem fee for providing court reporting services in the greater metropolitan area, i.e., Phoenix, Tempe, Mesa, Scottsdale, Peoria, Chandler, and Glendale. Mileage will be reimbursed for travel for services provided in areas not listed above, i.e., Gila Bend, Buckeye, and Wickenburg, at the mileage rate set by the Board of Supervisors in Maricopa County, to and from the court reporter's office address or home address, whichever is less, to the place of hearing or deposition.

It is understood that not all bidders are able to provide these services to all agencies in all geographic locations throughout Maricopa County.

- 2.6 Transcripts will be provided, using the format as described in 2.7, at a per page rate for the different types of copies as described in 2.8.

Effective approximately June 2000, once State certificates are being issued, if the proceedings in question are recorded by traditional stenographic methods (i.e., shorthand or stenotype machine), then the transcript of such proceedings shall be prepared by a State CERTIFIED court reporter.

- 2.7 **FORMAT:**

The Contractor shall provide transcripts in the following format:

- 2.7.1 All transcripts shall be typed in black ink on 8-1/2" x 11" size paper. Numbers indicating each line of the transcription shall be printed at the left marginal line of the transcript.
- 2.7.2 The title page of the transcript shall set forth the name and docket number of the proceeding, the date and place of the proceeding, and the name of the witnesses, except in the case of a hearing, the name of the witnesses shall be listed in the index. The title page of the transcript shall be followed by a page or pages appropriately marked indicating the witnesses testifying, the exhibits discussed for depositions, and an index for each witness indicating the pages devoted to the witnesses' testimony and an index of exhibits including a brief description of the nature of the exhibit.
- 2.7.3 All pages of the transcript shall be numbered consecutively.
- 2.7.4 The transcript shall meet the following specifications:
 - 2.7.4.1 Type size shall be pica, ten (10) characters per inch.
 - 2.7.4.2 Single sided, double spaced.
 - 2.7.4.3 Not less than 25 lines on pages 8-1/2" x 11".
 - 2.7.4.4 The left margin shall not exceed 1-3/4".
 - 2.7.4.5 The right margin shall not exceed 3/8".

2.8 COPY DEFINITIONS:

- 2.8.1 Regular copy: Transcripts shall be delivered within twenty (20) calendar days after the conclusion of the proceedings. One calendar day shall be allowed for each consecutive day a proceeding extends beyond the initial day, up to a maximum of ten (10) additional calendar days (i.e., thirty (30) calendar days after conclusion of proceeding).
- 2.8.2 Expedited copy: Transcripts shall be delivered within ten (10) calendar days after the conclusion of the proceedings.
- 2.8.3 Rush copy: Transcripts shall be delivered within one (1) calendar day after the conclusion of the proceedings.
- 2.8.4 Post Proceeding copy: If an agency orders a transcript, after the proceeding is completed, delivery shall be within twenty (20) calendar days after receipt of a written order.
- 2.8.5 Non-Agency copy: When a transcript is ordered by an entity, other than the ordering agency, the contractor shall receive agency permission if required. In addition, the non-agency entity shall receive a copy of the transcript. The original is to be retained by the contractor for possible future sale to the ordering agency.

2.9 When a transcript is designated "Regular", "Expedited", or "Rush", such a designation indicates that the County requires delivery of the transcript within the time prescribed in this agreement for the kind of delivery ordered. When transcripts are designated as "Regular", "Expedited", or "Emergency" but are not delivered in accordance with the period of time prescribed in this agreement for the kind of delivery ordered, payment to the Contractor shall be made at the rates applicable to the time of delivery actually achieved; except that if the contractor, regardless of the type of delivery ordered, fails to deliver the transcript to the County within the applicable period prescribed for "Regular" transcript, a further reduction in price will be made as follows in computation of the injury caused the County for the contractor's delayed delivery: The amount to be paid for the transcript will be reduced by 2% of the awarded price for the transcript, computed at the "Regular" rate, for each business day or fraction thereof that delivery is deferred beyond the time limit applicable to delivery of "Regular" transcript, up to the total of 50% of the "Regular" transcript price. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO ABROGATE THE PERFORMANCE REQUIREMENT OF THIS AGREEMENT OR TO PERMIT THE CONTRACTOR TO FAIL TO PERFORM OR TO DELAY IN PERFORMING ANY DUTIES OR RESPONSIBILITIES UNDER THE CONTRACT.

2.10 Data Diskettes (3-1/2") shall be made available to the County for purchase, as requested/applicable, formatted to the County's specifications.

2.11 EXPERIENCE AND RELIABILITY OF THE FIRM:

- 2.11.1 Information on the Contractor's related experience in the field of Professional Court Reporting shall be included with your bid.
- 2.11.2 A List of References: References must be verifiable and must be able to comment on the Contractor's related experience.
- 2.11.3 The bid should include any additional information that reflects on the Contractor's ability to perform the required services. At a minimum, the number of years in business and other current contractual commitments should be cited.

2.12 EXPERTISE AND RELIABILITY OF CONTRACTOR'S KEY PERSONNEL:

The bid should contain the following:

- 2.12.1 The Contractor should provide an organizational chart showing the staffing lines of authority for the key personnel to be used in the project. The relationship to management and to support personnel should be clearly illustrated.
- 2.12.2 The Contractor should provide a resume and data related to previous work assignments as may related to this Call for Bids for each key personnel to be assigned to the contract.

2.12.3 When a new reporter signs on with an agency, it will be necessary for the background check form and a copy of the certification to be submitted to Justice Courts Administration. An acknowledgement of receipt of this information will be sent to the agency from Justice Courts Administration. Upon receipt of the acknowledgement, the agency may begin scheduling that court reporter, pending final approval of the background check. Should the background check indicate a problem, the agency will be notified immediately that the court reporter is no longer eligible to work for Maricopa County.

Effective approximately June 2000, once State certifications are being issued, court reporters who will be providing traditional stenographic recordings for the County must be State certified.

2.13 ESTIMATED USAGE:

The contract shall be on an as needed, if needed basis. The County makes no guarantee as to the number of hours required.

2.14 PAYMENT:

Billings for services rendered, and payment therefore, will be in accordance with the procedures established by the County, but in no event will billing be required more frequently than twice per month.

This applies to County Agencies other than Justice Courts Administration. Please see section 2.19.6 for Justice Courts Administration Billings.

2.15 DATA:

All notes, transcripts, records, tapes, exhibits and any other material that is a part of or relates to any action recorded by the Contractor shall be the property of Maricopa County.

2.16 REPORTER NOTES:

The Contractor shall retain in Arizona, all original notes and stenographic tapes of all examinations, depositions, hearings and other proceedings reported under this agreement for at least five (5) years from the date the case is closed and shall retain such notes and tapes in such a place and manner as to ensure their availability upon request.

2.17 KEY PERSONNEL:

It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to Court Reporting positions. New personnel must receive prior written approval of the County, before commencing with a contract project.

All court reporters must undergo a security screening prior to working in the Justice Courts. New personnel must submit the background check form, and those who will be providing traditional stenographic work for the county must also submit a copy of the court reporter's certification (effective June 2000 – see Section 2.25) to Ken Kissel, Justice Court Services Security Supervisor at 602-506-2132 (phone) and must receive the acknowledgement from Justice Court Services prior to initiating any work for the County.

2.18 PAYMENT SCHEDULE:

The payment schedule will be as follows:

2.18.1 Payment will be made for all hours from initiation of service until sign out except for, lunches or significant breaks as identified by the invoice submitted. Justice Court Services will provide to all court reporters acceptable billing parameters.

2.18.2 If the County is paying for services, the court reporter is required to be doing only Maricopa County work. The court reporter will certify that all work performed during lag time is County work on the invoice submitted.

Lag time is defined as time during a hearing, trial, special session, or deposition that occurs when there has been a break or recess in the proceedings. Court Reporters working for Maricopa County are paid with taxpayer money, and it is essential that if the County is to be charged for work done during lag time, that the work be for Maricopa County and not for another customer. Work being done for another customer during lag time should be charged to that customer, and not to Maricopa County.

- 2.18.3 Mileage will be paid for the following distant courts: Wickenburg, Gila Bend, and Buckeye. The rate will be the current Maricopa County mileage rate. This applies to both Justice Courts and other County agencies.
- 2.18.4 Company(s) may be paid at a different rate for mileage to the distant courts based on the mileage from their home address or to business address, whichever is less. This applies to both Justice Courts and other County agencies.
- 2.18.5 If a court reporter en route to court is called and cancelled or the entire calendar is cancelled after they are en route, the contractor will be paid at the standard hourly rate of \$25.00 per hour for one hour of service.

2.19 INVOICING:

The following items need to be on each invoice submitted:

- 2.19.1 Invoice number (explained below), court reporting service performed, name of agency, court reporter's name, date of service, description of service, time in and out (breaks and lunch included), time worked, amount, court reporters signature, chief clerk's signature or designee. Only original invoices will be accepted, no copies.
- 2.19.2 Each court reporting agency will be given a block of invoice numbers to use to be assigned by Justice Court Services. It is the responsibility of the agency to give the blocks to each court reporter.

Other County agencies should be invoiced using the standard invoice numbering system you currently utilize with other customers.
- 2.19.3 The chief clerk will distribute the invoice forms at the time of arrival of the court reporter to the Justice Court.
- 2.19.4 Invoices will be billed by each transaction: transcripts on one invoice, trials and motions on another. Contractors cannot combine multiple transactions on one invoice.
- 2.19.5 A copy of a standard invoice is attached to this bid to show the items required. The same format must be used in the invoice submitted. If an electronic format of the invoice is needed, contact the Justice Court Services office for a copy.
- 2.19.6 Invoices must be received by the 15th of each month. If they are not received by this date they will be processed in the following month. This pertains to Justice Court Services only. For other County agencies, see section 2.14.
- 2.19.7 The A.R.S. 12-821.01 and A.R.S. 11.628 apply, in which it states that no invoices over six (6) months old may be submitted. If an error is found on an invoice, the original will be sent back for correction and the six months will begin at that time.
- 2.19.8 Problems in billing can be defined as invoices received from the Contractor that do not follow the required invoicing format, including but not limited to, proper signatures, correct pricing, etc. Research on incorrect invoices can be extensive and time consuming, therefore, the following process will be utilized for vendors with recurring invoicing problems. The first time the invoice will be returned to the vendor for correction. The second time a meeting will be held to discuss the problem. The third time the contractor will be charged for all time that Justice Court Services personnel spent researching the invoice problems at a rate of \$25.00 per hour. A log of the time spent researching each invoice will be kept. The fourth time the Contractor will be put on a 30 day notice to follow the correct procedure or the contract will be terminated with that company.

2.20 REPORTS:

The company(s) chosen must provide a list of court reporting personnel quarterly to the Justice Court Services office. Justice Court Administration must have a background check form on file for each person on the list. Justice Court Services requires security screening of all contractors performing work at its locations.

There are no exceptions to this. All court reporters must undergo a security screening prior to working in the Justice Courts. New personnel must submit the background check form, and those who will be providing traditional stenographic work for the county must also submit a copy of the court reporter's certification (effective June 2000 – see Section 2.25) to Ken Kissel, Justice Court Services Security Supervisor at 602-506-2132 (phone) and must receive the acknowledgement from Justice Court Services prior to initiating any work for the County.

2.21 DEFINITIONS:

2.21.1 Motions – formal mode in which a litigant submits a purposed measure for the consideration and action of the court (this may also include oral arguments).

2.21.2 Jury Trials – DUI Trials and CR Misdemeanors and CR Traffic) these are the only trials court reporters hear and submit billings for.

2.21.3 Evidentiary Hearings – evidence and witnesses presented before going to trial. To determine any pre-trial motions, which include what can and cannot be introduced during the trial.

2.22 Contracted employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor.

2.23 Qualifications:

Effective approximately June 2000, once State certifications are being issued, court reporters who will be providing traditional stenographic recordings for the County must be certified, and must provide a copy of their certification and the personal information in Section 2.2.20 to ~~Ken Kissel,~~ **Heinz Sauermann**, Justice Court Services Security Supervisor at 602-506-2132 (phone). Additionally, court reporters new to the roster must receive the acknowledgement from Justice Court Services prior to initiating any work for the County..

2.24 Justice Court Services will require advance written notice when a contractor must utilize the services of a subcontractor. This notice should outline why the vendor cannot provide the services and which subcontractor that the primary vendor wishes to use. The primary vendor must follow all the procedures as outlined in the contract. Once this notice is received, Justice Court Services will contact the primary vendor in writing with a determination of acceptance. This determination will come either by fax or via U.S. Mail.

2.25 ~~There is currently no requirement for Court reporters to be certified, due to the fact that there is no certification process in place. It is estimated that the State will have a certification process available January 2000 and that certificates will begin being issued approximately June 2000. At that time, pursuant to State statute, it will become mandatory for all court reporters who provide stenographic recordings to be certified. Those who do not provide the copy of their state certification upon request, once certificates are being issued, will no longer be able to do stenographic recording for the County~~

Certification Requirements for Court Reporters:

This information was obtained from: <http://www.supreme.state.az.us/cr/>

All court reporters in Arizona who are subject to certification (as defined in Rule 5 and Arizona law) must be certified by June 30, 2000.

The Court Reporter Temporary Certification Program provides statewide certification for persons in Arizona who are qualified to be certified. Rule 4 governs court reporter certification and applies to any person who records and transcribes a verbatim record in any sworn proceeding by means of written symbols or abbreviations in shorthand or machine writing in Arizona pursuant to Arizona Revised Statutes, Title 32, Chapter 40.

In order to be eligible to record and transcribe a verbatim record in any sworn proceeding all person must be certified and comply with the requirements of Rule 5, unless exempt pursuant to Rule 5, section 5.7.

The reporter's transcript is an important document before, during and after the trial. The paper transcript and its electronic version are used for trial preparation, briefs, impeachment purposes and appellate review. Property, freedom and life all can depend on a clear and accurate record. Court reporting is integrally related to the prompt, effective and impartial operation of the judicial system.

Rule Adoption

Effective August 6, 1999, the Arizona Legislature enacted Laws 1999, Chapter 335, Senate Bill 1324 adding provisions to the Arizona Revised Statutes, Title 32, Chapter 40, regarding the certification of court reporters. Arizona Revised Statutes 32-4004 establishes the Board of Certified Court Reporters. Chief Justice Zlaket appointed the nine member Board on August 6, 1999. Arizona Revised Statutes 32-4005 and Arizona Revised Statutes 32-4008 further direct that the Supreme Court upon recommendation of the Board, "...shall adopt rules to implement and enforce..." the statutory provisions regulating the certification and conduct of court reporters and shall adopt a fee schedule for the testing and certification of court reporters.

The proposed rules were circulated for public comment from September 15, 1999 through October 8, 1999. The Court Reporter Temporary Certification Rules were subsequently adopted by Administrative Order of the Arizona Supreme Court in accordance with Title 32, Chapter 40, Arizona Revised Statutes.

- 2.26 Proceedings may be recorded using video tape, audio tape, or stenographic recording done by a certified court reporter. The decision of which method to use will be decided by the using agency.

3.0 **TECHNICAL SPECIFICATIONS:** TRANSCRIPTION SERVICES

- 3.1 **Background:** Several County agencies, offices, and departments are involved in administrative and/or legal proceedings, which require transcription services.
- 3.2 The contractor shall provided qualified personnel and materials necessary to transcribe, and furnish completed documents related to hearings, trials, meetings, interviews, medical charts and records, etc. as follows:
- a. The Contractor guarantees that all work shall be performed in a businesslike manner and according to the highest standards of the transcription profession. Failure to provide an accurate transcription, following accepted rules of spelling and punctuation, could result in a retyping of the transcript at no additional expense to the County.
 - b. The Contractor shall, at all times, promptly provide as many qualified transcriptionists and maintain such staff as may be necessary for the prompt furnishing of quality transcribing services, including transcripts which shall conform to the format set forth herein.
 - c. The Contractor shall be supplied with the tape(s) which shall be transcribed.
 - d. Transcripts will be provided, using the format as described in 2.7 as a per page rate for the different types of copies as described in 2.8.
- 3.3 **Qualifications:**
- There are no specific "qualifications" for transcriptionists, so long as the finished produce is in the proper format described in 2.7, and conforms to accuracy standards in 3.6.
- 3.4 Those bidding on the Transcription portion of the bid are not required to be certified and can "no bid" the Court Reporter portion of the bid and still be considered responsive.
- 3.5 The County agency needing transcription of tapes will contact the contractor with their request for transcription. This can be done via U.S. Mail, phone, fax, or email. The contractor may pick up the information for transcription, send a messenger, or request that this information be mailed. However, all delivery charges are the responsibility of the contractor. Do not list delivery charges as a separate line item. Justice Court Services will be responsible for the transcription of tapes requested by Justice Court Services. All other requests are the responsibility of the requestor.

3.6 ACCURACY:

The contractor shall be responsible for furnishing complete transcripts which accurately reflect the full and complete verbatim record of the hearing. When errors attributable to the Contractor's performance appear in the transcript (i.e., those which change or obscure the meaning of the testimony, but not including typographical errors or misseplling if the intended meaning is clearly evident, such as "thier" for their", etc.) in excess of one (1) error per 100 words of transcripts, the ordering agency may demand and the Contractor shall correct the errors and furnish corrected transcripts within three (3) calendar days after receipt of notification, and without additional cost to the ordering agency, regardless of the delivery time and the original order specified.

4.0 SPECIAL TERMS & CONDITIONS:

4.1 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

4.2 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize both the Internet and the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

4.3 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

Justice Court Services plans on utilizing the internet to post work assignments in the near future. Vendors will be contacted in advance with further instructions/procedures on this process. Other departments will most likely not be using internet ordering.

5.0 CONTRACT TERMS AND CONDITIONS:

5.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

5.2 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

5.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of four (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

5.4 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

5.5 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

5.6 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

5.7 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

5.8 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

5.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

5.10 INDEMNIFICATION AND INSURANCE:

5.10.1 INSURANCE REQUIREMENTS:

CONSULTANT, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 5.10.2 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

5.10.3 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

5.10.4 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

5.11 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

5.12 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

5.13 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.15 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

5.16 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

5.17 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

5.18 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

5.19 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

5.20 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.21 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

5.22 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

5.23 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.24 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

5.25 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

5.26 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

5.27 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this Invitation For Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

5.27.1 Cancel the Contract, if it is currently in effect.

5.27.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

5.27.3 Take the necessary steps to collect any performance surety provided on the applicable Contract.

5.28 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.29 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

5.30 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

At some point in the future it may be necessary for contract vendors to be able to accept payment via MasterCard, as the County is moving in this direction very quickly. The County will not be reimbursing the rate charged to the vendor by their financial institution. It is generally accepted that having payment within 72 hours more than makes up for any fees charged to the vendor. Maricopa County may ask for rebates for services not covered under Arizona Revised Statutes in regards to payment.

5.31 USAGE REPORT:

The contractor shall furnish Maricopa County Materials Management a quarterly usage report, at the end of each three month period of the contract, showing the following information:

- a. Total number of depositions for the quarter.
- b. Total number of hearings for the quarter.
- c. Total number of regular transcripts ordered.
- d. Total number of standard transcripts ordered.
- e. Total number of emergency transcripts ordered.
- f. Total number of proceedings attended where transcripts have not been ordered.
- g. Which agencies used your services .

A/V TRONICS INC, 365 E CORONADO ROAD SUITE #100, 2715 N. THIRD STREET, SUITE 102 207, PHOENIX AZ 85004

SERIAL 99141-SC
B0602628/P081101

NOTE: **PRICING FOR THE JUSTICE COURT SERVICES PORTION HAS BEEN PRE-DETERMINED AND SHALL REMAIN FIXED THROUGHOUT THE DURATION OF THIS CONTRACT. PRICING FOR ADMINISTRATIVE WORK FOR VARIOUS OTHER COUNTY AGENCIES SHOULD BE PROVIDED BELOW.** BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION AND THEY AGREE TO THE FIXED PRICING SET FORTH HEREIN, AS WELL AS ALL TERMS AND CONDITIONS.

ITEM DESCRIPTION

UNIT PRICE

COURT REPORTING SERVICES:

1. JUSTICE COURT SERVICES RECORDING OF TRIALS OR SPECIAL SESSIONS \$25.00 /PER HOUR RECORDED

2. JUSTICE COURT SERVICES TRANSCRIPTION OF HEARINGS/DEPOSITIONS (per A.R.S. 12-224B)

A. Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days. \$2.80 /PAGE

B. Cost per page for each additional copy of transcript when requested by the ordering agency at the same time. \$0.30 /PAGE

C. Cost Affidavit of nonappearance \$10.00 /PAGE

3. RECORDING OF HEARINGS/DEPOSITIONS (various other County agencies) - **Transcript Provided**

DEPOSITIONS

HEARINGS

ATTENDANCE - FIRST HOUR

\$ 25.00

\$ 25.00

ATTENDANCE - EACH SUCCEEDING HALF HOUR

\$ 10.00

\$ 10.00

4. RECORDING OF HEARINGS/DEPOSITIONS (various other County agencies) - **No Transcript - Hold Notes**

DEPOSITIONS

HEARINGS

ATTENDANCE - FIRST HOUR

\$ 35.00

\$ 35.00

ATTENDANCE - EACH SUCCEEDING HALF HOUR

\$ 10.00

\$ 10.00

A/V TRONICS INC, 365 E CORONADO ROAD SUITE #100, 2715 N. THIRD STREET, SUITE 102 207, PHOENIX AZ 85004

5. PAGE RATE- **DEPOSITIONS**

A.	Cost per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	<u>\$ 2.50</u>	/PAGE
B.	Cost per page for original and one copy of transcript <u>expedited delivery</u> - within ten (10) calendar days.	<u>\$ 2.75</u>	/PAGE
C.	Cost per page for original and one copy of transcript <u>rush delivery</u> - within one (1) working day.	<u>\$ 5.00</u>	/PAGE
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$ 0.30</u>	/PAGE
E.	Rate for Affidavit of non-appearance	<u>\$ 10.00</u>	/PAGE

6. PAGE RATE- **HEARINGS**

		<u>ADMINISTRATIVE</u>	<u>PUBLIC COMMENT*</u>
A.	Cost per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	<u>\$ 2.50</u>	<u>\$ 2.75</u>
B.	Cost per page for original and one copy of transcript <u>expedited delivery</u> - within ten (10) calendar days.	<u>\$ 2.75</u>	<u>\$ 3.00</u>
C.	Cost per page for original and one copy of transcript <u>rush delivery</u> - within one (1) working day.	<u>\$ 5.00</u>	<u>\$ 5.50</u>
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$ 0.30</u>	<u>\$ 0.30</u>
E.	Rate for Affidavit of non-appearance	<u>\$ 10.00</u>	<u>\$ 10.00</u>

* Public Comment designates situations where the hearing is open for public attendees to question the Agency or it's agents.

TRANSCRIPTION SERVICES:

7. JUSTICE COURT SERVICES TRANSCRIPTION OF TAPES (per A.R.S. 13-3952)

A.	Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<u>\$2.50</u>	/PAGE
----	--	---------------	-------

A/V TRONICS INC, 365 E CORONADO ROAD SUITE #100, 2715 N. THIRD STREET, SUITE 102 207, PHOENIX AZ 85004

8. TRANSCRIPTION OF TAPES (VARIOUS OTHER COUNTY AGENCIES)

- | | | |
|----|--|---------------|
| A. | Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days. | \$ 2.50 /PAGE |
| B. | Cost per page for original and one copy of transcript expedited delivery - within ten (10) calendar days. | \$ 2.75 /PAGE |
| C. | Cost per page for original and one copy of transcript rush delivery - within one (1) working day. | \$ 5.00 /PAGE |
| D. | Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries). | \$ 0.30 /PAGE |

MISCELLANEOUS:

- | | |
|---|-------------------|
| 9. COST FOR REPRODUCING EXHIBITS AND DOCUMENTS | 0.30 /PAGE |
| 10. COST FOR DATA DISKS (3-1/2" DISKETTE) | 10.00 /DISKETTE |
| 11. BUSINESS CAPACITY (Please list the number of business hours per week your firm will have available for work <u>on the average</u> . This total should include time for all individuals in your firm you may be doing work for the County). This is just to get an idea of how much your firm may be able to handle. | |
| | 40 HOURS PER WEEK |

PRICING MUST BE SUBMITTED IN AN ALL INCLUSIVE PAGE OR DISKETTE BASIS (NO PARTIAL PAGE RATES).

IMPORTANT!!!!

TO INDICATE YOUR INTENT TO PROVIDE SERVICES FOR JUSTICE COURTS' PRE-DETERMINED PRICE ITEMS, PLEASE INITIAL NEXT TO THE PRICING LINE FOR THAT ITEM.

TERMS:	Net 30
FEDERAL TAX ID NUMBER:	86-0673295
VENDOR NUMBER:	860673295
CONTACT NAME:	STEVE TOWNSEND KAREN SAMCOE
TELEPHONE NUMBER:	(602) 263-0885
FAX NUMBER:	(602) 263-9699

CONTRACT PERIOD:	To cover the period ending OCTOBER 31, 2001 2002 2003. OCTOBER 31, 2000
------------------	--

CLARK CERTIFIED COURT REPORTERS, 3910 S. RURAL ROAD, SUITE C, TEMPE AZ 85282

SERIAL 99141-SC
B0602628/P081101

NOTE: **PRICING FOR THE JUSTICE COURT SERVICES PORTION HAS BEEN PRE-DETERMINED AND SHALL REMAIN FIXED THROUGHOUT THE DURATION OF THIS CONTRACT. PRICING FOR ADMINISTRATIVE WORK FOR VARIOUS OTHER COUNTY AGENCIES SHOULD BE PROVIDED BELOW.** BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION AND THEY AGREE TO THE FIXED PRICING SET FORTH HEREIN, AS WELL AS ALL TERMS AND CONDITIONS.

ITEM DESCRIPTION

UNIT PRICE

COURT REPORTING SERVICES:

		<u>DEPOSITIONS</u>	<u>HEARINGS</u>
3. RECORDING OF HEARINGS/DEPOSITIONS (various other County agencies) - <u>Transcript Provided</u>			
ATTENDANCE - FIRST HOUR		\$ 45.00	\$ 45.00
ATTENDANCE - EACH SUCCEEDING HALF HOUR		\$ 15.00	\$ 15.00
4. RECORDING OF HEARINGS/DEPOSITIONS (various other County agencies) - <u>No Transcript - Hold Notes</u>			
		<u>DEPOSITIONS</u>	<u>HEARINGS</u>
ATTENDANCE - FIRST HOUR		\$ 45.00	\$ 45.00
ATTENDANCE - EACH SUCCEEDING HALF HOUR		\$ 20.00	\$ 20.00
5. PAGE RATE- <u>DEPOSITIONS</u>			
A.	Cost per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	\$ 3.25	/PAGE
B.	Cost per page for original and one copy of transcript <u>expedited delivery</u> - within ten (10) calendar days.	\$ 4.75	/PAGE
C.	Cost per page for original and one copy of transcript <u>rush delivery</u> - within one (1) working day.	\$ 6.50	/PAGE
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	\$ 2.25	/PAGE
E.	Rate for Affidavit of non-appearance	\$ 10.00	/PAGE

CLARK CERTIFIED COURT REPORTERS, 3910 S. RURAL ROAD, SUITE C, TEMPE AZ 85282

6. PAGE RATE- **HEARINGS**

ADMINISTRATIVE

PUBLIC COMMENT*

A.	Cost per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	<u>\$ 3.50</u>	<u>\$ 3.75</u>
B.	Cost per page for original and one copy of transcript <u>expedited delivery</u> - within ten (10) calendar days.	<u>\$ 5.25</u>	<u>\$ 5.75</u>
C.	Cost per page for original and one copy of transcript <u>rush delivery</u> - within one (1) working day.	<u>\$ 7.00</u>	<u>\$ 7.50</u>
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$ 2.50</u>	<u>\$ 2.75</u>
E.	Rate for Affidavit of non-appearance	<u>\$ 10.00</u>	<u>\$ 10.00</u>

* Public Comment designates situations where the hearing is open for public attendees to question the Agency or it's agents.

TRANSCRIPTION SERVICES:

8. TRANSCRIPTION OF TAPES (VARIOUS OTHER COUNTY AGENCIES)

A.	Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<u>\$ 3.10</u>	/PAGE
B.	Cost per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.	<u>\$ 4.00</u>	/PAGE
C.	Cost per page for original and one copy of transcript rush delivery - within one (1) working day.	<u>\$ 6.00</u>	/PAGE
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$ 2.00</u>	/PAGE

MISCELLANEOUS:

9. COST FOR REPRODUCING EXHIBITS AND DOCUMENTS	<u>\$.25</u>	/PAGE
10. COST FOR DATA DISKS (3-1/2" DISKETTE)	<u>\$ 10.00</u>	/DISKETTE

CLARK CERTIFIED COURT REPORTERS, 3910 S. RURAL ROAD, SUITE C, TEMPE AZ 85282

11. BUSINESS CAPACITY (Please list the number of business hours per week your firm will have available for work on the average. This total should include time for all individuals in your firm you may be doing work for the County). This is just to get an idea of how much your firm may be able to handle. 80 HOURS PER WEEK

PRICING MUST BE SUBMITTED IN AN ALL INCLUSIVE PAGE OR DISKETTE BASIS (NO PARTIAL PAGE RATES).

IMPORTANT!!!!

TO INDICATE YOUR INTENT TO PROVIDE SERVICES FOR JUSTICE COURTS' PRE-DETERMINED PRICE ITEMS, PLEASE INITIAL NEXT TO THE PRICING LINE FOR THAT ITEM.

TERMS: Net 30

FEDERAL TAX ID NUMBER: 86-6049877

VENDOR NUMBER: 866049877

CONTACT NAME: JEAN SCHLARCAUM

TELEPHONE NUMBER: (480) 966-3001

FAX NUMBER: (480) 966-1833

CONTRACT PERIOD: To cover the period ending **OCTOBER 31, 2001 2002 2003.**
~~OCTOBER 31, 2000~~

COASH & COASH, 1802 N. 7TH STREET, PHOENIX AZ 85006

SERIAL 99141-SC
B0602628/P081101

NOTE: **PRICING FOR THE JUSTICE COURT SERVICES PORTION HAS BEEN PRE-DETERMINED AND SHALL REMAIN FIXED THROUGHOUT THE DURATION OF THIS CONTRACT. PRICING FOR ADMINISTRATIVE WORK FOR VARIOUS OTHER COUNTY AGENCIES SHOULD BE PROVIDED BELOW.** BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION AND THEY AGREE TO THE FIXED PRICING SET FORTH HEREIN, AS WELL AS ALL TERMS AND CONDITIONS.

ITEM DESCRIPTION

UNIT PRICE

COURT REPORTING SERVICES:

1. JUSTICE COURT SERVICES RECORDING OF TRIALS OR SPECIAL SESSIONS \$25.00 /PER HOUR RECORDED

2. JUSTICE COURT SERVICES TRANSCRIPTION OF HEARINGS/DEPOSITIONS (per A.R.S. 12-224B)

A. Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days. \$2.80 /PAGE

B. Cost per page for each additional copy of transcript when requested by the ordering agency at the same time. \$0.30 /PAGE

C. Cost Affidavit of nonappearance \$10.00 /PAGE

3. RECORDING OF HEARINGS/DEPOSITIONS (various other County agencies) - **Transcript Provided**

DEPOSITIONS

HEARINGS

ATTENDANCE - FIRST HOUR

\$ 30.00

\$ 30.00

ATTENDANCE - EACH SUCCEEDING HALF HOUR

\$ 12.50

\$ 12.50

4. RECORDING OF HEARINGS/DEPOSITIONS (various other County agencies) - **No Transcript - Hold Notes**

DEPOSITIONS

HEARINGS

ATTENDANCE - FIRST HOUR

\$ 45.00

\$ 45.00

ATTENDANCE - EACH SUCCEEDING HALF HOUR

\$ 20.00

\$ 20.00

COASH & COASH, 1802 N. 7TH STREET, PHOENIX AZ 85006

5. PAGE RATE- DEPOSITIONS

A.	Cost per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	<u>\$ 3.00</u>	/PAGE
B.	Cost per page for original and one copy of transcript <u>expedited delivery</u> - within ten (10) calendar days.	<u>\$ 4.50</u>	/PAGE
C.	Cost per page for original and one copy of transcript <u>rush delivery</u> - within one (1) working day.	<u>\$ 6.00</u>	/PAGE
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$ 0.25</u>	/PAGE
E.	Rate for Affidavit of non-appearance	<u>\$ 10.00</u>	/PAGE

6. PAGE RATE- HEARINGS

		<u>ADMINISTRATIVE</u>	<u>PUBLIC COMMENT*</u>
A.	Cost per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	<u>\$ 3.00</u>	<u>\$ 4.00</u>
B.	Cost per page for original and one copy of transcript <u>expedited delivery</u> - within ten (10) calendar days.	<u>\$ 4.50</u>	<u>\$ 5.50</u>
C.	Cost per page for original and one copy of transcript <u>rush delivery</u> - within one (1) working day.	<u>\$ 6.00</u>	<u>\$ 7.00</u>
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$ 0.25</u>	<u>\$ 0.25c</u>
E.	Rate for Affidavit of non-appearance	<u>\$ 10.00</u>	<u>\$ 10.00</u>

* Public Comment designates situations where the hearing is open for public attendees to question the Agency or it's agents.

TRANSCRIPTION SERVICES:

MISCELLANEOUS:

9. COST FOR REPRODUCING EXHIBITS AND DOCUMENTS	<u>\$ 15c</u>	/PAGE
10. COST FOR DATA DISKS (3-1/2" DISKETTE)	<u>\$ 5.00</u>	/DISKETTE

COASH & COASH, 1802 N. 7TH STREET, PHOENIX AZ 85006

11. BUSINESS CAPACITY (Please list the number of business hours per week your firm will have available for work on the average. This total should include time for all individuals in your firm you may be doing work for the County). This is just to get an idea of how much your firm may be able to handle.

\$ 100.00 HOURS PER WEEK

PRICING MUST BE SUBMITTED IN AN ALL INCLUSIVE PAGE OR DISKETTE BASIS (NO PARTIAL PAGE RATES).

IMPORTANT!!!!

TO INDICATE YOUR INTENT TO PROVIDE SERVICES FOR JUSTICE COURTS' PRE-DETERMINED PRICE ITEMS, PLEASE INITIAL NEXT TO THE PRICING LINE FOR THAT ITEM.

TERMS: Net 30

FEDERAL TAX ID NUMBER: 86-0409007

VENDOR NUMBER: 860409007

CONTACT NAME: ROSE FITCH/MERI COASH

TELEPHONE NUMBER: (602) 258-1440

FAX NUMBER: (602) 258-2062

CONTRACT PERIOD: **OCTOBER 31, 2001 2002 2003.**
To cover the period ending ~~OCTOBER 31, 2000~~

CROPPER & ASSOCIATES LTD, 77 E. COLUMBUS, SUITE 102, PHOENIX AZ 85012-2351

SERIAL 99141-SC
B0602628/P081101

NOTE: **PRICING FOR THE JUSTICE COURT SERVICES PORTION HAS BEEN PRE-DETERMINED AND SHALL REMAIN FIXED THROUGHOUT THE DURATION OF THIS CONTRACT. PRICING FOR ADMINISTRATIVE WORK FOR VARIOUS OTHER COUNTY AGENCIES SHOULD BE PROVIDED BELOW.** BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION AND THEY AGREE TO THE FIXED PRICING SET FORTH HEREIN, AS WELL AS ALL TERMS AND CONDITIONS.

ITEM DESCRIPTION

UNIT PRICE

COURT REPORTING SERVICES:

3. RECORDING OF HEARINGS/DEPOSITIONS (various other County agencies) - <u>Transcript Provided</u>		
	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
ATTENDANCE - FIRST HOUR	\$ 30.00	\$ 30.00
ATTENDANCE - EACH SUCCEEDING HALF HOUR	\$ 15.00	\$ 15.00
4. RECORDING OF HEARINGS/DEPOSITIONS (various other County agencies) - <u>No Transcript - Hold Notes</u>		
	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
ATTENDANCE - FIRST HOUR	\$ 45.00	\$ 45.00
ATTENDANCE - EACH SUCCEEDING HALF HOUR	\$ 22.50	\$ 22.50
5. PAGE RATE- <u>DEPOSITIONS</u>		
A. Cost per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	\$ 3.10	/PAGE
B. Cost per page for original and one copy of transcript <u>expedited delivery</u> - within ten (10) calendar days.	\$ 3.10	/PAGE
C. Cost per page for original and one copy of transcript <u>rush delivery</u> - within one (1) working day.	\$ 6.25	/PAGE
D. Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	\$.50	/PAGE
E. Rate for Affidavit of non-appearance	\$ 30.00	/PAGE

CROPPER & ASSOCIATES LTD, 77 E. COLUMBUS, SUITE 102, PHOENIX AZ 85012-2351

6. PAGE RATE- **HEARINGS**

		<u>ADMINISTRATIVE</u>	<u>PUBLIC COMMENT*</u>
A.	Cost per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	<u>\$ 3.10</u>	<u>\$ 3.50</u>
B.	Cost per page for original and one copy of transcript <u>expedited delivery</u> - within ten (10) calendar days.	<u>\$ 3.10</u>	<u>\$ 3.50</u>
C.	Cost per page for original and one copy of transcript <u>rush delivery</u> - within one (1) working day.	<u>\$ 6.26</u>	<u>\$ 6.25</u>
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$.50</u>	<u>\$.50</u>
E.	Rate for Affidavit of non-appearance	<u>\$ 30.00</u>	<u>\$ 30.00</u>

* Public Comment designates situations where the hearing is open for public attendees to question the Agency or it's agents.

TRANSCRIPTION SERVICES:

8. TRANSCRIPTION OF TAPES (VARIOUS OTHER COUNTY AGENCIES)

A.	Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<u>\$ 3.10</u>	/PAGE
B.	Cost per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.	<u>\$ 3.10</u>	/PAGE
C.	Cost per page for original and one copy of transcript rush delivery - within one (1) working day.	<u>\$ 6.25</u>	/PAGE
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$.50</u>	/PAGE

MISCELLANEOUS:

9. COST FOR REPRODUCING EXHIBITS AND DOCUMENTS	<u>\$.25</u>	/PAGE
10. COST FOR DATA DISKS (3-1/2" DISKETTE)	<u>\$ 15.00</u>	/DISKETTE

CROPPER & ASSOCIATES LTD, 77 E. COLUMBUS, SUITE 102, PHOENIX AZ 85012-2351

11. BUSINESS CAPACITY (Please list the number of business hours per week your firm will have available for work on the average. This total should include time for all individuals in your firm you may be doing work for the County). This is just to get an idea of how much your firm may be able to handle.

\$ 40 - 60 HOURS PER WEEK

PRICING MUST BE SUBMITTED IN AN ALL INCLUSIVE PAGE OR DISKETTE BASIS (NO PARTIAL PAGE RATES).

IMPORTANT!!!!

TO INDICATE YOUR INTENT TO PROVIDE SERVICES FOR JUSTICE COURTS' PRE-DETERMINED PRICE ITEMS, PLEASE INITIAL NEXT TO THE PRICING LINE FOR THAT ITEM.

TERMS: Net 30

FEDERAL TAX ID NUMBER: 86-0769960

VENDOR NUMBER: 860769960

CONTACT NAME: ELAINE CROPPER

TELEPHONE NUMBER: (602) 277-8882

FAX NUMBER: (602) 277-5576

CONTRACT PERIOD: To cover the period ending **OCTOBER 31, 2001 2002 2003.**
~~OCTOBER 31, 2000~~

~~3030 N. CENTRAL AVE., STE. 404, PHOENIX, AZ 85012
HEUTZENROEDER & ASSOCIATES, 2333 N. THIRD STREET, PHOENIX AZ 85004~~

SERIAL 99141-SC
B0602628/P081101

NOTE: ~~PRICING FOR THE JUSTICE COURT SERVICES PORTION HAS BEEN PRE-DETERMINED AND SHALL REMAIN FIXED THROUGHOUT THE DURATION OF THIS CONTRACT. PRICING FOR ADMINISTRATIVE WORK FOR VARIOUS OTHER COUNTY AGENCIES SHOULD BE PROVIDED BELOW. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION AND THEY AGREE TO THE FIXED PRICING SET FORTH HEREIN, AS WELL AS ALL TERMS AND CONDITIONS.~~

ITEM DESCRIPTION		UNIT PRICE	
<u>COURT REPORTING SERVICES:</u>			
1. JUSTICE COURT SERVICES RECORDING OF TRIALS OR SPECIAL SESSIONS		<u>\$25.00</u>	/PER HOUR RECORDED
2. JUSTICE COURT SERVICES TRANSCRIPTION OF HEARINGS/DEPOSITIONS (per A.R.S. 12-224B)			
A.	Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<u>\$2.80</u>	/PAGE
B.	Cost per page for each additional copy of transcript when requested by the ordering agency at the same time.	<u>\$0.30</u>	/PAGE
C.	Cost Affidavit of nonappearance	<u>\$10.00</u>	/PAGE
3. RECORDING OF HEARINGS/DEPOSITIONS (various other County agencies) - <u>Transcript Provided</u>		<u>DEPOSITIONS</u>	<u>HEARINGS</u>
ATTENDANCE - FIRST HOUR		<u>\$ 25.00</u>	<u>\$ 25.00</u>
ATTENDANCE - EACH SUCCEEDING HALF HOUR		<u>\$ 10.00</u>	<u>\$ 12.50</u>
4. RECORDING OF HEARINGS/DEPOSITIONS (various other County agencies) - <u>No Transcript - Hold Notes</u>		<u>DEPOSITIONS</u>	<u>HEARINGS</u>
ATTENDANCE - FIRST HOUR		<u>\$ 35.00</u>	<u>\$ 40.00</u>
ATTENDANCE - EACH SUCCEEDING HALF HOUR		<u>\$ 10.00</u>	<u>\$ 10.00</u>

3030 N. CENTRAL AVE., STE. 404, PHOENIX, AZ 85012
~~HEUTZENROEDER & ASSOCIATES, 2333 N. THIRD STREET, PHOENIX AZ 85004~~

5. ~~PAGE RATE- DEPOSITIONS~~

A.	Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<u>\$ 2.50</u>	/PAGE
B.	Cost per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.	<u>\$ 3.50</u>	/PAGE
C.	Cost per page for original and one copy of transcript rush delivery - within one (1) working day.	<u>\$ 4.50</u>	/PAGE
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$.30</u>	/PAGE
E.	Rate for Affidavit of non-appearance	<u>\$ 10.00</u>	/PAGE

6. ~~PAGE RATE- HEARINGS~~

		<u>ADMINISTRATIVE</u>	<u>PUBLIC COMMENT*</u>
A.	Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<u>\$ 2.80</u>	<u>\$ 3.50</u>
B.	Cost per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.	<u>\$ 4.20</u>	<u>\$ 5.00</u>
C.	Cost per page for original and one copy of transcript rush delivery - within one (1) working day.	<u>\$ 5.60</u>	<u>\$ 6.50</u>
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$.30</u>	<u>\$.30</u>
E.	Rate for Affidavit of non-appearance	<u>\$ 10.00</u>	<u>\$ 10.00</u>

~~* Public Comment designates situations where the hearing is open for public attendees to question the Agency or its agents.~~

~~3030 N. CENTRAL AVE., STE. 404, PHOENIX, AZ 85012~~
~~HEUTZENROEDER & ASSOCIATES, 2333 N. THIRD STREET, PHOENIX AZ 85004~~

TRANSCRIPTION SERVICES:~~8. TRANSCRIPTION OF TAPES (VARIOUS OTHER COUNTY AGENCIES)~~

A.	Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	\$ 3.00	/PAGE
B.	Cost per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.	\$ 4.50	/PAGE
C.	Cost per page for original and one copy of transcript rush delivery - within one (1) working day.	\$ 6.00	/PAGE
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	\$.30	/PAGE

MISCELLANEOUS:

9. COST FOR REPRODUCING EXHIBITS AND DOCUMENTS	\$.30	/PAGE
10. COST FOR DATA DISKS (3-1/2" DISKETTE)	\$ 25.00	/DISKETTE
11. BUSINESS CAPACITY (Please list the number of business hours per week your firm will have available for work on the average. This total should include time for all individuals in your firm you may be doing work for the County). This is just to get an idea of how much your firm may be able to handle.	40	HOURS PER WEEK

~~PRICING MUST BE SUBMITTED IN AN ALL INCLUSIVE PAGE OR DISKETTE BASIS (NO PARTIAL PAGE RATES).~~

IMPORTANT!!!!

~~TO INDICATE YOUR INTENT TO PROVIDE SERVICES FOR JUSTICE COURTS' PRE-DETERMINED PRICE ITEMS, PLEASE INITIAL NEXT TO THE PRICING LINE FOR THAT ITEM.~~

TERMS: Net 30

FEDERAL TAX ID NUMBER: 86-0835554

VENDOR NUMBER: 860835554

CONTACT NAME: KAREN HEUTZENROEDER

TELEPHONE NUMBER: (602) 253-0181

FAX NUMBER: (602) 253-0183

OCTOBER 31, 2001 2002
 CONTRACT PERIOD: To cover the period ending OCTOBER 31, 2000

JUST ASK DAWN, 235 E. GREENTREE DRIVE, TEMPE AZ 85284

SERIAL 99141-SC
B0602628/P081101

TRANSCRIPTION SERVICES:

7. JUSTICE COURT SERVICES TRANSCRIPTION OF TAPES (per A.R.S. 13-3952)

A.	Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<u>\$2.50</u>	/PAGE
----	--	---------------	-------

8. TRANSCRIPTION OF TAPES (VARIOUS OTHER COUNTY AGENCIES)

A.	Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<u>\$ 2.00</u>	/PAGE
----	--	----------------	-------

B.	Cost per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.	<u>\$ 2.00</u>	/PAGE
----	---	----------------	-------

C.	Cost per page for original and one copy of transcript rush delivery - within one (1) working day.	<u>\$ 2.50</u>	/PAGE
----	---	----------------	-------

D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>NO CHARGE</u>	/PAGE
----	--	------------------	-------

MISCELLANEOUS:

9. COST FOR REPRODUCING EXHIBITS AND DOCUMENTS	<u>\$.10</u>	/PAGE
--	---------------	-------

10. COST FOR DATA DISKS (3-1/2" DISKETTE)	<u>Included in per Page price</u>	/DISKETTE
---	---------------------------------------	-----------

11. BUSINESS CAPACITY (Please list the number of business hours per week —— your firm will have available for work on the average. This total —— should include time for all individuals in your firm you may be doing —— work for the County). This is just to get an idea of how much —— your firm may be able to handle.	<u>40</u>	HOURS PER WEEK
---	-----------	----------------

PRICING MUST BE SUBMITTED IN AN ALL INCLUSIVE PAGE OR DISKETTE BASIS (NO PARTIAL PAGE RATES).

IMPORTANT!!!!

TO INDICATE YOUR INTENT TO PROVIDE SERVICES FOR JUSTICE COURTS' PRE-DETERMINED PRICE
—— ITEMS, PLEASE INITIAL NEXT TO THE PRICING LINE FOR THAT ITEM.

JUST ASK DAWN, 235 E. GREENTREE DRIVE, TEMPE AZ 85284

TERMS: _____ Not 30

FEDERAL TAX ID NUMBER: _____ 549-41-2880

VENDOR NUMBER: _____ 549412880-A

CONTACT NAME: _____ DAWN ARCHAMBO

TELEPHONE NUMBER: _____ (480) 897-8472 (602) 280-8440

_____ OCTOBER 31, 2001-2002
CONTRACT PERIOD: _____ To cover the period ending OCTOBER 31, 2000

QUICK RESPONSE TRANSCRIPTION SERVICE, 829 E. WINDSOR AVENUE, PHOENIX AZ 85006

SERIAL 99141-SC
B0602628/P081101

TRANSCRIPTION SERVICES:

8. TRANSCRIPTION OF TAPES (VARIOUS OTHER COUNTY AGENCIES)

- | | | |
|----|--|---------------|
| A. | Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days. | \$ 2.50 /PAGE |
| B. | Cost per page for original and one copy of transcript expedited delivery - within ten (10) calendar days. | \$ 2.50 /PAGE |
| C. | Cost per page for original and one copy of transcript rush delivery - within one (1) working day. | \$ 5.00 /PAGE |
| D. | Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries). | \$ 0.25 /PAGE |

MISCELLANEOUS:

- | | |
|---|-------------------|
| 9. COST FOR REPRODUCING EXHIBITS AND DOCUMENTS | \$ 0.25 /PAGE |
| 10. COST FOR DATA DISKS (3-1/2" DISKETTE) | \$ 1.00 /DISKETTE |
| 11. BUSINESS CAPACITY (Please list the number of business hours per week your firm will have available for work <u>on the average</u> . This total should include time for all individuals in your firm you may be doing work for the County). This is just to get an idea of how much your firm may be able to handle. | |
| | 40 HOURS PER WEEK |

PRICING MUST BE SUBMITTED IN AN ALL INCLUSIVE PAGE OR DISKETTE BASIS (NO PARTIAL PAGE RATES).

IMPORTANT!!!!

TO INDICATE YOUR INTENT TO PROVIDE SERVICES FOR JUSTICE COURTS' PRE-DETERMINED PRICE ITEMS, PLEASE INITIAL NEXT TO THE PRICING LINE FOR THAT ITEM.

QUICK RESPONSE TRANSCRIPTION SERVICE, 829 E. WINDSOR AVENUE, PHOENIX AZ 85006

TERMS: Net 30

FEDERAL TAX ID NUMBER: 527-775883

VENDOR NUMBER: 527775883 A

CONTACT NAME: JULIE FISH

TELEPHONE NUMBER: ~~(602) 241-1251~~ OR (602) 530-8349

FAX NUMBER: ~~(602) 222-6725~~ **(602) 257-9459**

CONTRACT PERIOD: **OCTOBER 31, 2001 2002 2003.**
To cover the period ending ~~OCTOBER 31, 2000~~

SHANNON E PAINTER, 3932 W. EL CAMONITO DRIVE, PHOENIX AZ 85051

SERIAL 99141-SC
B0602628/P081101

TRANSCRIPTION SERVICES:

7. JUSTICE COURT SERVICES TRANSCRIPTION OF TAPES (per A.R.S. 13-3952)

A.	Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<u>\$2.50</u> /PAGE
----	--	---------------------

8. TRANSCRIPTION OF TAPES (VARIOUS OTHER COUNTY AGENCIES)

A.	Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<u>\$ 2.50</u> /PAGE
----	--	----------------------

B.	Cost per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.	<u>\$ 3.75</u> /PAGE
----	---	----------------------

C.	Cost per page for original and one copy of transcript rush delivery - within one (1) working day.	<u>\$ 5.00</u> /PAGE
----	---	----------------------

D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$.20</u> /PAGE
----	--	---------------------

MISCELLANEOUS:

9. COST FOR REPRODUCING EXHIBITS AND DOCUMENTS	<u>\$.20</u> /PAGE
--	---------------------

10. COST FOR DATA DISKS (3-1/2" DISKETTE)	<u>\$ 4.00</u> /DISKETTE
---	--------------------------

11. BUSINESS CAPACITY (Please list the number of business hours per week your firm will have available for work <u>on the average</u> . This total should include time for all individuals in your firm you may be doing work for the County). This is just to get an idea of how much your firm may be able to handle.	<u>30</u> HOURS PER WEEK
---	--------------------------

PRICING MUST BE SUBMITTED IN AN ALL INCLUSIVE PAGE OR DISKETTE BASIS (NO PARTIAL PAGE RATES).

IMPORTANT!!!!

TO INDICATE YOUR INTENT TO PROVIDE SERVICES FOR JUSTICE COURTS' PRE-DETERMINED PRICE ITEMS, PLEASE INITIAL NEXT TO THE PRICING LINE FOR THAT ITEM.

SHANNON PAINTER, 3932 W. EL CAMONITO DRIVE, PHOENIX AZ 85051

TERMS: Net 30

FEDERAL TAX ID NUMBER: 601-16-6664

VENDOR NUMBER: 601166664

CONTACT NAME: SHANNON PAINTER

TELEPHONE NUMBER: (623) 435-5775

CONTRACT PERIOD: To cover the period ending **OCTOBER 31, 2001 2002 2003.**
~~OCTOBER 31, 2000~~

~~1955 E. GREENWAY ROAD, PHOENIX AZ 85022~~
SOUTHWEST REPORTING LTD, P.O. BOX 31039, PHOENIX AZ 85046-1039

SERIAL 99141-SC
B0602628/P081101

NOTE: **PRICING FOR THE JUSTICE COURT SERVICES PORTION HAS BEEN PRE-DETERMINED AND SHALL REMAIN FIXED THROUGHOUT THE DURATION OF THIS CONTRACT. PRICING FOR ADMINISTRATIVE WORK FOR VARIOUS OTHER COUNTY AGENCIES SHOULD BE PROVIDED BELOW.**
 BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION AND THEY AGREE TO THE FIXED PRICING SET FORTH HEREIN, AS WELL AS ALL TERMS AND CONDITIONS.

ITEM DESCRIPTION		UNIT PRICE	
<u>COURT REPORTING SERVICES:</u>			
1. JUSTICE COURT SERVICES RECORDING OF TRIALS OR SPECIAL SESSIONS		<u>\$25.00</u>	/PER HOUR RECORDED
2. JUSTICE COURT SERVICES TRANSCRIPTION OF HEARINGS/DEPOSITIONS (per A.R.S. 12-224B)			
A.	Cost per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<u>\$2.80</u>	/PAGE
B.	Cost per page for each additional copy of transcript when requested by the ordering agency at the same time.	<u>\$0.30</u>	/PAGE
C.	Cost Affidavit of nonappearance	<u>\$10.00</u>	/PAGE
3. RECORDING OF HEARINGS/DEPOSITIONS (various other County agencies) - <u>Transcript Provided</u>		<u>DEPOSITIONS</u>	<u>HEARINGS</u>
ATTENDANCE - FIRST HOUR		<u>\$ 25.00</u>	<u>\$ 25.00</u>
ATTENDANCE - EACH SUCCEEDING HALF HOUR		<u>\$ 12.00</u>	<u>\$ 12.00</u>
4. RECORDING OF HEARINGS/DEPOSITIONS (various other County agencies) - <u>No Transcript - Hold Notes</u>		<u>DEPOSITIONS</u>	<u>HEARINGS</u>
ATTENDANCE - FIRST HOUR		<u>\$ 35.00</u>	<u>\$ 35.00</u>
ATTENDANCE - EACH SUCCEEDING HALF HOUR		<u>\$ 16.50</u>	<u>\$ 16.50</u>

~~—1955 E. GREENWAY ROAD, PHOENIX AZ 85022~~
SOUTHWEST REPORTING LTD, P.O. BOX 31039, PHOENIX AZ 85046-1039

5. PAGE RATE- **DEPOSITIONS**

A.	Cost per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	<u>\$ 2.80</u>	/PAGE
B.	Cost per page for original and one copy of transcript <u>expedited delivery</u> - within ten (10) calendar days.	<u>\$ 3.10</u>	/PAGE
C.	Cost per page for original and one copy of transcript <u>rush delivery</u> - within one (1) working day.	<u>\$ 5.60</u>	/PAGE
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$.30</u>	/PAGE
E.	Rate for Affidavit of non-appearance	<u>\$ 10.00</u>	/PAGE

6. PAGE RATE- **HEARINGS**

		<u>ADMINISTRATIVE</u>	<u>PUBLIC COMMENT*</u>
A.	Cost per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	<u>\$ 2.80</u>	<u>\$ 2.90</u>
B.	Cost per page for original and one copy of transcript <u>expedited delivery</u> - within ten (10) calendar days.	<u>\$ 3.10</u>	<u>\$ 3.25</u>
C.	Cost per page for original and one copy of transcript <u>rush delivery</u> - within one (1) working day.	<u>\$ 5.60</u>	<u>\$ 6.00</u>
D.	Cost per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<u>\$.30</u>	<u>\$.30</u>
E.	Rate for Affidavit of non-appearance	<u>\$ 10.00</u>	<u>\$ 10.00</u>

* Public Comment designates situations where the hearing is open for public attendees to question the Agency or it's agents.

~~1955 E. GREENWAY ROAD, PHOENIX AZ 85022~~
SOUTHWEST REPORTING LTD, P.O. BOX 31039, PHOENIX AZ 85046-1039

TRANSCRIPTION SERVICES:

MISCELLANEOUS:

9. COST FOR REPRODUCING EXHIBITS AND DOCUMENTS \$.30 /PAGE
10. COST FOR DATA DISKS (3-1/2" DISKETTE) \$ 10.00 /DISKETTE
11. BUSINESS CAPACITY (Please list the number of business hours per week your firm will have available for work on the average. This total should include time for all individuals in your firm you may be doing work for the County). This is just to get an idea of how much your firm may be able to handle. 60 HOURS PER WEEK

PRICING MUST BE SUBMITTED IN AN ALL INCLUSIVE PAGE OR DISKETTE BASIS (NO PARTIAL PAGE RATES).

IMPORTANT!!!!

TO INDICATE YOUR INTENT TO PROVIDE SERVICES FOR JUSTICE COURTS' PRE-DETERMINED PRICE ITEMS, PLEASE INITIAL NEXT TO THE PRICING LINE FOR THAT ITEM.

TERMS: Net 30

FEDERAL TAX ID NUMBER: 86-0464614

VENDOR NUMBER: 860464614

CONTACT NAME: DENNIS McCLUSKEY

TELEPHONE NUMBER: (602) 788-5151

FAX NUMBER: (602) 788-7249

CONTRACT PERIOD: **OCTOBER 31, 2001 2002 2003.**
 To cover the period ending ~~OCTOBER 31, 2000~~